

**VOLUNTARY CLEANUP CONTRACT  
16-6403-NRP**

**IN THE MATTER OF  
JACOBS FIELD SERVICES, BERKELEY COUNTY  
and  
COOPER RIVER PARTNERS, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Cooper River Partners, LLC with respect to the Property located at 2040 Bushy Park Road, Goose Creek, South Carolina. The Property includes approximately 94.61 acres identified by Berkeley County Tax Map Serial Number(s) 246-00-00-001. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of April 26, 2016, and any amendments thereto, by Cooper River Partners, LLC, which is incorporated into this Contract and attached as Appendix A.

**AUTHORITY**

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2015, as amended); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2015, as amended); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2015, as amended); and the Pollution Control Act, §§ 48-1-10 et seq. (2008 & Supp. 2015, as amended).

**DEFINITIONS**

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "CR Partners" means Cooper River Partners, LLC.
- B. "Beneficiaries" means CR Partners' Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of CR Partners or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

## FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

A. N. Manucy	Prior to 1941
P. O. Mead	1941 – 1955/56
Bushy Park Authority	1955/56 – 1964
City of Charleston Public Works	1964 – 1964
SCE&G	1964 – 1973
World Southern Corporation (a division of Pittsburg-Des Moines Steel)	1973 – 1974
General Dynamics Corporation (Quincy Ship Building Division)	1974 – 1994
Marine Energy Systems Corporation	1994 – 1997
South Carolina Jobs Development	1997 – 1998
Jacobs Applied Technology Inc.	December 1998

- B. Property and Surrounding Areas: The Property is bounded generally by the Cooper River to the east and Bushy Park Road (SC Highway #503) to the west with the Back River beyond. A SCANA power generating station and Detyens Boatyard are located to the north of the Property and the parcel to the south is undeveloped land owned by CR Partners. The Property includes a little more than 2.610 acres of wetlands adjacent to the Cooper River. Multiple stormwater drainage ditches are located throughout the Property. A production well for fire protection service is located on the Property.

The Property was first developed in the early 1970s for industrial purposes. The Property has been improved with the following: Buildings 1, 2 and 3 used for various metal fabrication projects; a Paint Building used for blasting, painting, and curing components; a Maintenance Building and a Carpentry Building each with a tool room and maintenance equipment; an Administration Building; a Security Building; a Fabrication Building for orbital welding of high purity piping; a Hazardous Waste/Paint Building for storage of various paints and materials; a Hazardous Waste Storage cage. In addition, there is an above ground storage tank (AST) farm located inside secondary containment; two additional ASTs located outside the containment area; concrete-paved and gravel parking lots; exterior gravel assembly areas; two compressor containment structures; a former rail spur, a barge slip, and a dredge spoil area in the southeast corner of the Property.

Operations on the Property began in 1973 for the manufacture of liquefied natural gas tanks and continued with the construction of acrylonitrile reactor tanks for offshore drilling rigs and the construction of submarine components. The most recent operations by Jacobs Field Services consisted of the modular construction

business to include assembly, hydrotesting, welding, surface preparation for painting (blasting) and painting. The indoor paint facility is equipped with a reusable blasting material system and a paint booth/filter system for emission control. A solvent storage tank is located at the paint facility.

C. Regulatory Issues:

The facility is identified as Jacobs Applied Technology Inc. and/or Jacobs Applied Technology: Goose Creek and/or Jacobs Field Services North America Inc. (herein Jacobs). The facility is listed as a Resource Conservation and Recovery Act (RCRA) large quantity generator of hazardous waste. The waste streams were primarily spent solvents and waste paints. In February 2012, the Department and Jacobs entered in Consent Agreement 11-07-HW, which has been satisfied.

Jacobs has reported three spills to the Cooper River: one of hydraulic oil in September 1993; a release of petroleum substance in March 1994 and in 1999. Cleanup of the first two spills is documented.

D. Investigations / Reports:

In July 1992, Wehran Engineering Corporation (Wehran) prepared a *Phase I Environmental Site Assessment* (ESA) for the General Dynamics Corporation. A conclusion of that report was that facility operations that could impair the environment included solvent cleaning, painting, metal painting and blasting, storage of hazardous materials/waste materials in drums and containers, oil and waste oil storage, photographic development, tank insulation activities (asbestos), metal fabrication, vehicle maintenance, wastewater conveyance and treatment (onsite), fuel storage and paint stripping.

In 1994, Wehran prepared for General Dynamics Corporation an *Execute Summary Preliminary Results of the Phase II Environmental Investigation at the Charleston Facility*. That report documents results for soil, sediment and

groundwater on the Property. Briefly, concentrations of total petroleum hydrocarbons (TPH) greater than 100 milligrams / kilogram were reported in the areas surrounding the four compressors and lower concentrations of TPH were reported in the areas of surficial staining, such as in traffic areas of the high crane or "crawler". Volatile organic compounds (VOCs) and semi volatile organic compounds (SVOCs) were reported as detected in soil and sediment. Metals (barium, chromium, lead, vanadium and zinc) were detected in areas where blasting grit had accumulated at the surface and in sediment of the on-site drainage ditch south of the maintenance machine shop.

In 1994, Wehran prepared a *Shallow Perched Groundwater Investigation and Remedial Action Plan*. A conclusion was that soil to a depth of four (4) feet below ground surface in the area east of the Final Assembly Building had been impacted by VOCs. The volume of impacted soil was estimated to be 1,100 cubic yards extending over a 7,500 square foot area. VOCs were detected at low concentrations in groundwater. Remedial measures were proposed.

In March 1995, Wehran submitted a report entitled *Results of the Supplemental Soil Remediation and Groundwater Monitoring Activities*. The report states that approximately 1,500 tons of oil impacted surficial soil and 29 tons of silver impacted sediment were excavated for disposal off Property. In addition, approximately 1,100 gallons of oily water and steam cleaning water was removed from the machine sumps and 2,500 tons of spent blast grit were removed for off Property disposal. In order to eliminate a continuing source of VOC impact from soil to groundwater in the area east of the Final Assembly Building, approximately 900 cubic yards of soil was excavated and stockpiled on the Property. The stockpiled soil was treated by rototilling. VOCs were not detected in confirmatory samples and the soil was reused on the Property. Residual VOC concentrations were detected in the side walls of the excavated area. Groundwater samples were collected. The Department's Bureau of Water Pollution Control concluded that

General Dynamics' activities resolved the environmental concerns at the facility (Crawford to Gill, 3/14/95).

In 1997, a Phase I Environmental Site Assessment was conducted by S&ME, Inc. on behalf of the SC Jobs-Economic Development Authority. A conclusion was that asbestos containing material is present on the Property.

In 1998 Jacobs Environmental Management Team conducted a Phase I ESA which identified thirteen (13) areas of concern and the Rifle/pistol firing range as a recognized environmental condition (REC). The firing range is located on the south side of Building 1.

A *Phase I ESA*, dated April 8, 2016, conducted by GEL Engineering LLC was submitted in support of the Application. That Phase I identified the following as RECs:

- Historical industrial use of the Property to include various chemicals and solvents;
- Blast pad in eastern portion of the Property;
- Subsurface collection system associated with blasting operations;
- Gravel assembly pads;
- Subsurface sump at east end of Building 3;
- The thirteen areas of concern identified in 1998 by the Jacobs EM Team to include:
  - Former dump in southern portion of the Property;
  - Firing range
  - Two subsurface machine pits in Building 3;
  - Air compressor areas;
- Surface soil staining in the following areas:
  - Covered shed west of Buildings 2 and 3;
  - West side of the material storage building

- At the air compressor shed east of Building 2
- North of Building 3

Based on the Finding of the Phase I, GEL prepared a scope of additional work to be conducted on the Property. GEL notified the Department on behalf of CR Partners that an environmental assessment would be conducted during the week of May 2 through May 6, 2016. GEL expects to collect surface and subsurface soil samples at each of the identified areas of concern. Groundwater samples will also be collected along with sediment and surface water samples.

E. Applicant Identification: CR Partners is a South Carolina limited liability company with its principal place of business located at 1588 Bushy Park Road, Goose Creek South Carolina 29445. CR Partners affirms that it has the financial resources to conduct the response action pursuant to this Contract.

F. Proposed Redevelopment: CR Partners will acquire the Property to lease for industrial reuse.

#### BONA FIDE PROSPECTIVE PURCHASER STATUS

3. CR Partners certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the Site, or a parent, successor or subsidiary of a Responsible Party for the Site; and have not had any involvement with the Property in the past other than activities performed in anticipation of acquisition and participation in the Voluntary Cleanup Program. CR Partners also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

#### RESPONSE ACTION

4. A. Report of 2016 Environmental Assessment: CR Partners agrees to submit to the Department a report of the 2016 environmental assessment prepared in accordance



with accepted industry standards. The report shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.

1. The report shall include a discussion of investigation methods, tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
2. The report shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).
3. The Department will provide CR Partners a review of the environmental assessment report and will determine whether additional investigation is warranted.

B. Additional assessment, if warranted: CR Partners agrees to conduct the response actions specified in the sub-paragraphs below should the Department determine that additional assessment is required. An initial Work Plan shall be submitted by CR Partners, or its designee, within thirty (30) days after the date of the Department's review of the 2016 assessment report. A report of the additional assessment results shall be submitted by CR Partners, or its designee in accordance with the schedule provided in the initial Work Plan. CR Partners acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. CR Partners agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, CR Partners may seek an amendment of this Contract to clarify its further responsibilities. CR Partners shall perform all actions required by this Contract, and any related actions of CR Partners' choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

C. Work Plan Logistics:

1. The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
2. The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
3. All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). CR Partners shall identify and obtain the applicable permits before beginning any action.
4. The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
5. The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
  - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
  - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with the South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
  - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
    - i. TAL - the full EPA Target Analyte List to include cyanide and mercury;
    - ii. TAL Metals - EPA Target Analyte List excluding cyanide;
    - iii. TCL - the full EPA Target Compound List;
    - iv. TCL VOCs - EPA Target Compound List Volatile Organic

- Compounds;
  - ii). TCL SVOCs - EPA Target Compound List Semi-Volatile Organic Compounds;
  - iii). TCL Pesticides - EPA Target Compound List Pesticides;
  - iv). TCL PCBs - EPA Target Compound List Polychlorinated Biphenyls.
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
6. The Work Plan shall include the names, addresses, and telephone numbers of CR Partners' consulting firm(s), analytical laboratories, and CR Partners' contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012, as amended), for the test method(s) and parameters specified in the Work Plan.
  - b). CR Partners shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
7. The Department will notify CR Partners in writing of approvals or deficiencies in the Work Plan.
8. CR Partners, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.

9. CR Partners shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
10. CR Partners shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
11. CR Partners shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. CR Partners shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

D. Report Logistics

1. Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
2. The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
3. All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

E. Assess Waste Materials and Segregated Sources:

1. CR Partners shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
  - a). Miscellaneous containers and drums throughout the facility.
2. CR Partners shall also characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
3. Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, CR Partners shall expeditiously stabilize or remove the Segregated Source from the Property.
4. CR Partners shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. CR Partners shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

F. Conduct a well survey:

1. CR Partners shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
2. CR Partners shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to CR Partners, of the well owner or occupant of the residence served by the well.

G. Assess soil quality across the Property:

1. In the event that the Department determines that additional environmental assessment of soil is warranted, CR Partners shall collect and analyze surface soil (0-1 foot below ground surface) and subsurface soil (2-foot minimum depth) in accordance with a Department approved Work Plan.
2. Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

H. Assess groundwater quality:

1. In the event that the Department determines that additional assessment of groundwater is warranted, CR Partners shall install groundwater monitoring wells and shall collect and analyze groundwater in accordance with a Department approved Work Plan.
2. Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2015, as amended), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

I. Assess surface water and sediment quality:

1. In the event that the Department determines that additional assessment of surface water and/or sediment is warranted, CR Partners shall collect and analyze sediments and water samples from water bodies on the Property in accordance with a Department approved Work Plan.
2. Surface water quality results shall be compared to the values in the Water Classifications and Standards, 6 S.C. Code Ann. Regs. 61-68 (2012, as amended), based on consumption of either "water and organisms" or "organisms only" as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to Risk Assessment Guidance for Superfund (RAGS).

J. Evaluate and control potential impacts to indoor air:

1. CR Partners shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance. The Department's decision will be constrained towards predicting commercial exposures consistent with the building construction existing on the Property.
2. CR Partners shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
  - a). For existing buildings, CR Partners' evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of indoor air, soil gas, and sub-slab soil gas samples over areas potentially subject to vapor intrusion. Assessment activities shall also include evaluation of other factors that may affect vapor intrusion as discussed in the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.
  - b). Indoor air samples shall be collected from within the building during a minimum of two separate sampling events approximately six months apart. One sampling event shall be in the winter. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events.
  - c). All indoor air, soil gas and sub-slab soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting concentrations at screening levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens, and using appropriate attenuation factors for soil gas and sub-slab soil gas.
  - d). Indoor air quality results shall be compared to the current EPA RSL

Resident Air and Industrial Air Screening Levels. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

- e). Soil gas and sub-slab soil gas sampling results shall be compared to screening levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens for the proposed use of the Property. Comparison criteria shall be based on the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.
- 3. Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, CR Partners shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, CR Partners shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.K of this Contract.
- 4. The Department may allow CR Partners to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.K of this Contract.

K. Institute reasonable Contamination control measures:

- 1. CR Partners shall stabilize and remove from the Property all Waste Materials and Segregated Sources of Contamination.
  - a). Waste Materials and Segregated Sources known to be present on the Property and that require removal include, but may not be limited to, the following:



- i. Miscellaneous containers and drums throughout the facility.
  - b). CR Partners shall remove and dispose of all Waste Materials and Segregated Sources in accordance with applicable regulations based on characterization results.
  - c). CR Partners shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
  - d). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property. If any Waste Materials are to be stabilized in place, CR Partners shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.K.2 below.
2. CR Partners shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination on the Property. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
- a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
  - b). CR Partners may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, CR Partners shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.

- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.
  - d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a  $10^{-6}$  risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include measures to confirm that the vapor mitigation system is effective, and measures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.
  - e). Upon completion of any corrective measures, CR Partners shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- 3. In the event that development of the Property will require disturbance of contaminants in soil or groundwater, CR Partners shall propose a Media Management Plan. This plan shall identify procedures for management of contaminated soil and groundwater that may be encountered during development activities on the Property. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
  - 4. In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be

encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

L. Monitor and/or abandon the monitoring wells:

1. CR Partners shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
2. The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
3. CR Partners shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended).

HEALTH AND SAFETY PLAN

5. CR Partners shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). CR Partners agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by CR Partners.

PUBLIC PARTICIPATION

6. CR Partners and the Department will encourage public participation to implement this Contract as follows:
  - A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established

procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by CR Partners.

B. CR Partners shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

1. The sign(s) will state "Voluntary Cleanup Project by Cooper River Partners, LLC under Voluntary Cleanup Contract 16-6403-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of CR Partners. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
2. All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
3. CR Partners shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
4. CR Partners agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
5. CR Partners shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
6. The sign(s) may be removed to accommodate building or grading activities; however, CR Partners shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

### PROGRESS UPDATES

7. CR Partners shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within sixty (60) days of the execution date of this Contract and semi-annually thereafter.
  - A. The updates may be in summary letter format, but should include information about:
    1. The actions taken under this Contract during the previous reporting period;
    2. Actions scheduled to be taken in the next reporting period;
    3. Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
    4. A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
  - B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

### SCHEDULE

8. CR Partners shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. CR Partners shall implement the interim measures in accordance with a Department-approved plan.

### DECLARATION OF COVENANTS AND RESTRICTIONS

9. CR Partners or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from

residential, recreational, agricultural, child day care, and adult day care use and to maintain the existing buildings and pavement or substitute exposure barrier approved by the Department as an engineering control. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to CR Partners. An authorized representative of CR Partners or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. CR Partners or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. CR Partners or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, CR Partners or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.

- F. The Declaration shall reserve a right of entry and inspection for CR Partners or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
1. CR Partners or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
  2. CR Partners or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after CR Partners acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. CR Partners or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31<sup>st</sup> in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL

Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

#### NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

B. All correspondence and notices to CR Partners shall be submitted to CR Partners' designated contact person who as of the effective date of this Contract shall be:



Marc Fetten, President and CEO  
Cooper River Partners, LLC  
1588 Bushy Park Road  
Goose Creek, South Carolina 29445

#### FINANCIAL REIMBURSEMENT

11. CR Partners or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to CR Partners on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Marc Fetten, President and CEO  
Cooper River Partners, LLC  
1588 Bushy Park Road  
Goose Creek, South Carolina 29445

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to Paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to Paragraph 16 herein.

## ACCESS TO THE PROPERTY

12. CR Partners agrees the Department has an irrevocable right of access to the Property for environmental response matters after CR Partners acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

## CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to CR Partners or its Beneficiaries for the Property under this Contract as follows:
  - A. CR Partners or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
  - B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that CR Partners or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
  - C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
    - 1). A Provisional Certificate of Completion will include specific performance standards that CR Partners or its Beneficiaries shall continue to meet.

- 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if CR Partners or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

#### ECONOMIC BENEFITS REPORTING

14. CR Partners or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. CR Partners shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

#### CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, CR Partners, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
  - A. CR Partners or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
  - B. If the Certificate of Completion has not been issued, CR Partners or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-

Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
- 4). Will assume the protections and all obligations of this Contract; and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, CR Partners or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

#### CONTRACT TERMINATION

16. CR Partners, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide CR Partners or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
- 1). Failure to complete the terms and conditions of this Contract;
  - 2). Change in CR Partners' or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
  - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
  - 4). Failure of CR Partners or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by CR Partners or its Beneficiaries;
  - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
  - 6). Failure by CR Partners or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
  - 7). Failure by CR Partners or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of CR Partners' or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should CR Partners or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by CR Partners or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of CR Partners or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

#### ENTITLEMENT OF PROTECTIONS AND BENEFITS

- 17. CR Partners and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:
  - A. Effective on the date this Contract is first executed by the Department:
    - 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
    - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
    - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).
  - B. Effective on the date the Certificate of Completion is issued by the Department
    - 1). The Department's covenant not to sue CR Partners and its Beneficiaries for

Existing Contamination but not for any Contamination, releases and consequences caused or contributed by CR Partners or its Beneficiaries.

- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by CR Partners or its Beneficiaries. The Department retains all rights under State and Federal laws to compel CR Partners and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by CR Partners or its Beneficiaries.

#### RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than CR Partners and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than CR Partners and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

#### RESERVATION OF RIGHTS BY CR PARTNERS

19. CR Partners retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. CR Partners and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, CR Partners and its Beneficiaries agree to undertake the requirements of this Contract.

#### BURDEN OF PROOF

20. CR Partners and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by CR Partners or its Beneficiaries. CR Partners and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

#### LIMITATION OF CLAIMS BY CR PARTNERS AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, CR Partners and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

**[Remainder of page left blank]**



**SIGNATORS**

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

\_\_\_\_\_  
Daphne G. Neel, Chief  
Bureau of Land and Waste  
Management

DATE:

\_\_\_\_\_  
Reviewed by Office of General Counsel

**COOPER RIVER PARTNERS, LLC**

BY:

DATE:

*Marc Fettes*  
\_\_\_\_\_  
  
\_\_\_\_\_  
Marc Fettes  
President and CEO

*6/13/16*  
\_\_\_\_\_

# APPENDIX A

**COOPER RIVER PARTNERS, LLC**

**Application for Non-Responsible Party Voluntary Cleanup Contract**

**April 26, 2016**



## Non Responsible Party Application for Voluntary Cleanup Contract

### I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Cooper River Partners, LLC

#### 4. Contract Signatures for this Applicant

##### a. Authorized Signatory

Marc Fetten President and CEO marc.fetten@crp.us.com

Name Title Email

1588 Bushy Park Road 843-820-6139

Address Phone1 Phone2

Goose Creek SC 29445

City State Zip

##### b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>

#### 5. Physical Location of Applicant's Headquarters

1588 Bushy Park Road

Street address Suite Number  
Goose Creek SC 29445

City State Zip

#### 6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title

Street Number or PO Box Phone1 Phone 2

City State Zip Email

#### 7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in SC (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name

Cooper River Partners, LLC

Pacolet Milliken Enterprises

Name

APR 26 2016

SITE ASSESSMENT,  
REMEDICATION &  
REVITALIZATION

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

d. If yes, identify all affiliations:

#### 8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

## II. Property Information

### 9. Location

a. Physical Address 2040 Bushy Park Road, Goose Creek, SC

b. County Berkeley County

c. ☒ Property is outside any municipal boundaries      ☐ Property is inside the municipal limits of \_\_\_\_\_  
(town/city)

### 10. List any Companies or Site names by which the Property is known

Jacobs Applied Technology

General Dynamics Electric Boat Division

Jacobs Field Services North America, Inc.

Marine Energy Systems Corporation

11. Total Size of Property Covered by this Contract 94.61 Acres

12. How many parcels comprise the Property? 1

### 13. Current Zoning (general description)

**Heavy Industrial**

14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes    ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

The site is developed with a secondary containment aboveground storage tank (AST) farm. The tank farm contains 6 ASTs: 3 diesel, 1 gasoline, and 2 waste oil).

2 empty, ASTs are located outside of, and adjacent to, the tank farm.



15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

- a. Tax Map Parcel# 246-00-00-001
- b. Acreage 94.61
- c. Current Owner See attached
- d. Owner Mailing Address \_\_\_\_\_
- e. Contact Person for Access Larry Arrington
- f. Access Person's Phone # \_\_\_\_\_
- g. Is Parcel Currently Vacant? ☒ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
- ☐ None
- ☐ Demolished/Ruins
- ☐ Intact, To be demolished
- ☒ Intact, To be re-used
- i. Business/facility operations
- ☐ Never Operated on the parcel
- ☒ Not operating since 2015 (approx date)
- ☐ In operation: nature of the business \_\_\_\_\_

- a. Tax Map Parcel# \_\_\_\_\_
- b. Acreage \_\_\_\_\_
- c. Current Owner \_\_\_\_\_
- d. Owner Mailing Address \_\_\_\_\_
- e. Contact Person for Access \_\_\_\_\_
- f. Access Person's Phone # \_\_\_\_\_
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
- ☐ None
- ☐ Demolished/Ruins
- ☐ Intact, To be demolished
- ☐ Intact, To be re-used
- i. Business/facility operations
- ☐ Never Operated on the parcel
- ☐ Not operating since \_\_\_\_\_ (approx date)
- ☐ In operation: nature of the business \_\_\_\_\_

- a. Tax Map Parcel# \_\_\_\_\_
- b. Acreage \_\_\_\_\_
- c. Current Owner \_\_\_\_\_
- d. Owner Mailing Address \_\_\_\_\_
- e. Contact Person for Access \_\_\_\_\_
- f. Access Person's Phone # \_\_\_\_\_
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
- ☐ None
- ☐ Demolished/Ruins
- ☐ Intact, To be demolished
- ☐ Intact, To be re-used
- i. Business/facility operations
- ☐ Never Operated on the parcel
- ☐ Not operating since \_\_\_\_\_ (approx date)
- ☐ In operation: nature of the business \_\_\_\_\_

- a. Tax Map Parcel# \_\_\_\_\_
- b. Acreage \_\_\_\_\_
- c. Current Owner \_\_\_\_\_
- d. Owner Mailing Address \_\_\_\_\_
- e. Contact Person for Access \_\_\_\_\_
- f. Access Person's Phone # \_\_\_\_\_
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
- ☐ None
- ☐ Demolished/Ruins
- ☐ Intact, To be demolished
- ☐ Intact, To be re-used
- i. Business/facility operations
- ☐ Never Operated on the parcel
- ☐ Not operating since \_\_\_\_\_ (approx date)
- ☐ In operation: nature of the business \_\_\_\_\_

- a. Tax Map Parcel# \_\_\_\_\_
- b. Acreage \_\_\_\_\_
- c. Current Owner \_\_\_\_\_
- d. Owner Mailing Address \_\_\_\_\_
- e. Contact Person for Access \_\_\_\_\_
- f. Access Person's Phone # \_\_\_\_\_
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
- ☐ None
- ☐ Demolished/Ruins
- ☐ Intact, To be demolished
- ☐ Intact, To be re-used
- i. Business/facility operations
- ☐ Never Operated on the parcel
- ☐ Not operating since \_\_\_\_\_ (approx date)
- ☐ In operation: nature of the business \_\_\_\_\_

- a. Tax Map Parcel# \_\_\_\_\_
- b. Acreage \_\_\_\_\_
- c. Current Owner \_\_\_\_\_
- d. Owner Mailing Address \_\_\_\_\_
- e. Contact Person for Access \_\_\_\_\_
- f. Access Person's Phone # \_\_\_\_\_
- g. Is Parcel Currently Vacant? ☐ Yes ☐ No
- h. Buildings on the parcel? (check all that apply)
- ☐ None
- ☐ Demolished/Ruins
- ☐ Intact, To be demolished
- ☐ Intact, To be re-used
- i. Business/facility operations
- ☐ Never Operated on the parcel
- ☐ Not operating since \_\_\_\_\_ (approx date)
- ☐ In operation: nature of the business \_\_\_\_\_

### III. Property Redevelopment

16. Describe the intended re-use of the property:  
(attach additional sheets if necessary)

The site is part of a real estate investment and the currently planned re-use of the site will be to lease to other industrial users.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☐ No  
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

It is likely that the future use of the property may include some chemical processes, petroleum or chemical storage, and handling or generation of hazardous waste. However, at this time, the future industrial uses are unknown and will be dependent on the entity/entities that lease the site.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number Unknown at this time  
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Unknown at this time

20. a. Will there be Intangible benefits from this redevelopment such as:  
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development  
☐ Creation / Preservation of Green Space on the Property  
☐ Deconstruction/ Recycling of demolition or building debris  
☒ Other The site will be used for industrial purposes and will bring the property back into productive use.

- b. Please Describe:

The project is a real estate investment that will attract industrial users to the currently vacant site that will ultimately have a significant economic impact to the area.

21. Anticipated date of closing or acquiring title to the property May / 19 / 2015

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

  
Signature(s)

### IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

GEL Engineering LLC

Company

2040 Savage Road

Charleston

SC

29407

Address

City

State

Zip

Thomas Hutto

SC# 912

843-300-4416

tdh@gel.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Reggie Reeves

843-769-7378

reggie.reeves@gel.

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email



## 24. Legal Counsel (Optional)

K&amp;L Gates LLP

Firm

Perrin Q. Dargan, III

843-579-5600

Attorney

Phone1

Phone 2

134 Meeting Street, Suite 200

Charleston

SC

29401

Perrin.Dargan@kkgates

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

## 26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

  
 Signatures

## V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by GEL Engineering, LLC

(Name of Environmental Firm)

☐ Older report updated in the past six months by \_\_\_\_\_

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property☐ The Applicant believes the Department already has all environmental data in its files on: \_\_\_\_\_☒ The Following reports are attached:

(Site Name)

Report Date

Report Name

Environmental Firm

SEE ATTACHED LIST

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

  
 Signature(s)

## This Section for Department Use Only

Assigned File Name

Eligible for NRP Contract

Y N

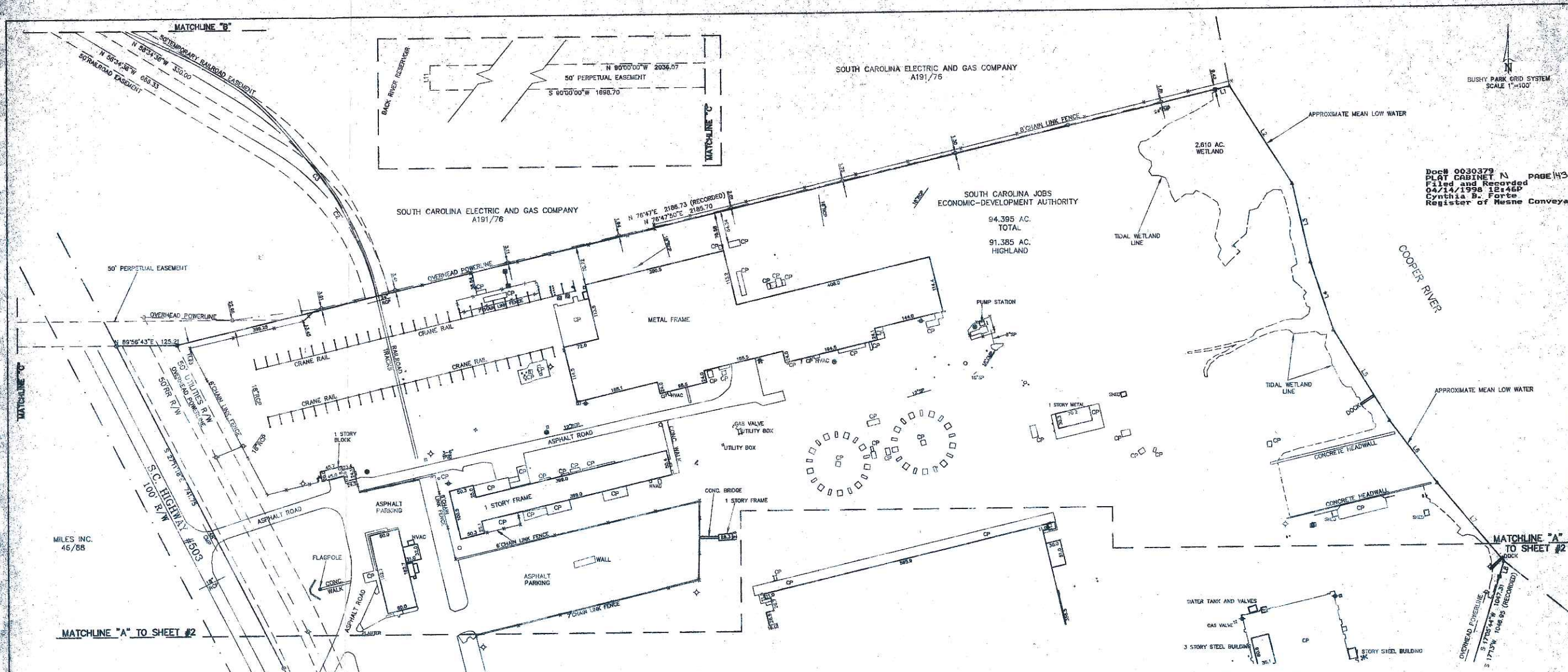
Assigned File Number

Assigned Contract Number

## **ATTACHMENT 2**

### **Survey**





Doc# 0030379  
 PLAT CABBINET N PAGE 143  
 Filed and Recorded  
 04/14/1998 12:46P  
 Cynthia S. Forte  
 Register of Mesne Conveyance

BUSHY PARK GRID SYSTEM  
 SCALE 1"=100'

MILES INC.  
 46/88

MATCHLINE "A" TO SHEET #2

MATCHLINE "A" TO SHEET #2

LINE	BEARING	DISTANCE
1	N 76°47'00"E	29.82
2	S 32°18'20"E	236.81
3	S 12°51'46"E	194.21
4	S 10°35'28"E	145.30
5	S 31°28'01"E	217.12
6	S 38°54'40"E	180.67
7	S 39°54'42"E	210.17
8	S 17°05'44"W	32.82
11	N 00°00'00"E	50.00
12	N 27°26'08"W	68.10
13	N 62°33'52"E	50.00
14	S 31°25'22"W	50.48

REFERENCES

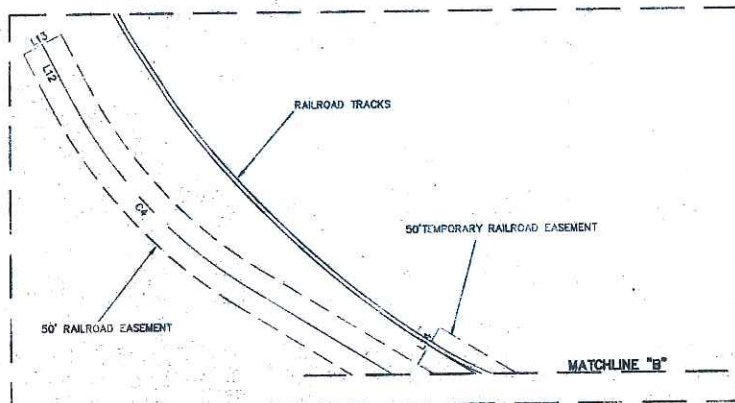
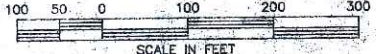
PLAT BOOK PAGE  
 U 168  
 U 167  
 S.C. HWY DOCKET 810.390  
 TMS 6246-00-00-001

DEEDS  
 C-86/142 SCEAG  
 C-86/143 CPW  
 A-199/95 SCEAG  
 A-285/54 SCEAG  
 A-285/53 SCEAG  
 C-106/51 SCEAG R/W  
 C-38/270 S.C. PUBLIC SERVICE AUTHORITY  
 A-138/54

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	31°07'23"	1598.53	688.34	857.70	445.17	N 11°37'35"W
2	45°26'01"	478.33	378.30	369.44	202.25	N 38°55'10"W
3	45°28'21"	477.83	513.85	500.49	271.30	N 38°55'10"W
4	31°20'03"	573.66	313.72	308.83	160.88	S 42°56'03"E
5	23°10'09"	1700.25	687.55	682.87	348.54	N 07°21'05"W
6	25°27'28"	1498.53	691.98	685.65	352.27	N 03°02'36"W

LEGEND

- PIRE HYDRANT
- TEST WELL
- POWER POLE
- SOUTHERN BELL MANHOLE
- SANITARY SEWER MANHOLE
- STEEL PIPE
- CONCRETE PAD
- LIGHT POLE
- GRATE INLET
- 1/2" REBAR, NEW
- CONCRETE MONUMENT, FOUND
- TELEPHONE BOX
- ELECTRICAL BOX
- BOLLARD



Berkeley County Planning Commission  
 Date: FEB. 23, 1998  
 Mark S. Bussey

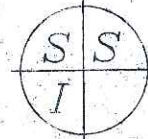
- NOTES:
1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
  2. AREA DETERMINED BY D.M.D. METHOD.
  3. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
  4. TOTAL WETLAND SHOWN IS NOT UNDER THE JURISDICTION OF THE DHEC/OCEAN AND COASTAL RESOURCE MANAGEMENT OFFICE.
  5. THE TIDAL WETLAND SHOWN AND ANY OTHER FRESHWATER WETLANDS THAT MAY EXIST MAY BE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND ITS PERMITTING AUTHORITY.
  6. THIS PROPERTY IS LOCATED IN FLOOD ZONES A13 (EL. 10.0), A13 (EL. 9.0), A13 (EL. 10.0), AND A13 (EL. 10.0) AS SHOWN ON COMMUNITY PANEL #450229 0300S, MAP DATED SEPTEMBER 30, 1983.
  7. GENERAL DYNAMICS CORPORATION HAS A 50' WIDE EASEMENT FOR MAINTENANCE, INSTALLATION, AND REPAIR OF A RAILROAD SPUR TRACK AS SHOWN ON PLAT RECORDED IN PLAT BOOK U, PAGE 165.
  8. GENERAL DYNAMICS CORPORATION HAS A 50' PERPETUAL EASEMENT RUNNING FROM THE BACK RIVER RESERVOIR AS SHOWN ON PLAT RECORDED IN PLAT BOOK U, PAGE 168.

"THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 'MINIMUM STANDARD DETAIL' REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1992, AND INCLUDES ITEMS 1-A, 7-A, 8, 10, 11, AND 13 OF TABLE A THEREOF, AND PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM) AND IN EFFECT ON THE DATE OF THIS CERTIFICATION) OF AN URBAN SURVEY.

DATE: FEB. 23, 1998  
 Mark S. Bussey S.C. REGISTRATION NO. 10032

DATE: JULY 28, 1994  
 DRAWN: JTB  
 CHECK: MSB  
 JOB: 94200  
 DWG: 4200-FG1.DWG  
 CDD: 4200  
 SHEET: 1 OF 2  
 REV: AUGUST 2, 1994  
 FEB. 23, 1998

AN ALTA/ACSM LAND TITLE SURVEY OF  
 A 94.395 ACRE TRACT AND A 0.215 ACRE TRACT  
 OWNED BY SOUTH CAROLINA JOBS  
 ECONOMIC-DEVELOPMENT AUTHORITY  
 LOCATED ON S.C. HIGHWAY #503  
 BERKELEY COUNTY, SOUTH CAROLINA

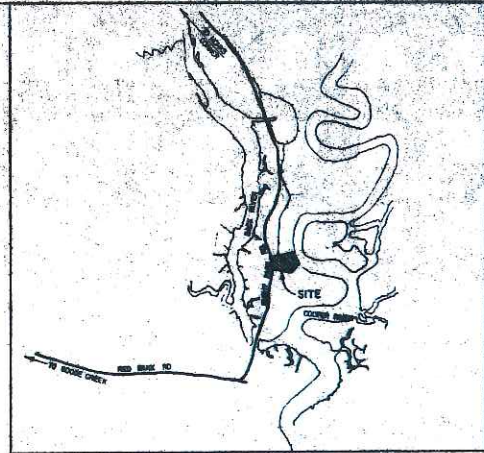


**Southeastern Surveying, Inc.**  
 147 Wappoo Creek Drive - Suite 102  
 Charleston, South Carolina 29412  
 (803) 795-9330



# LEGAL DESCRIPTION FOR 0.215 ACRE TRACT

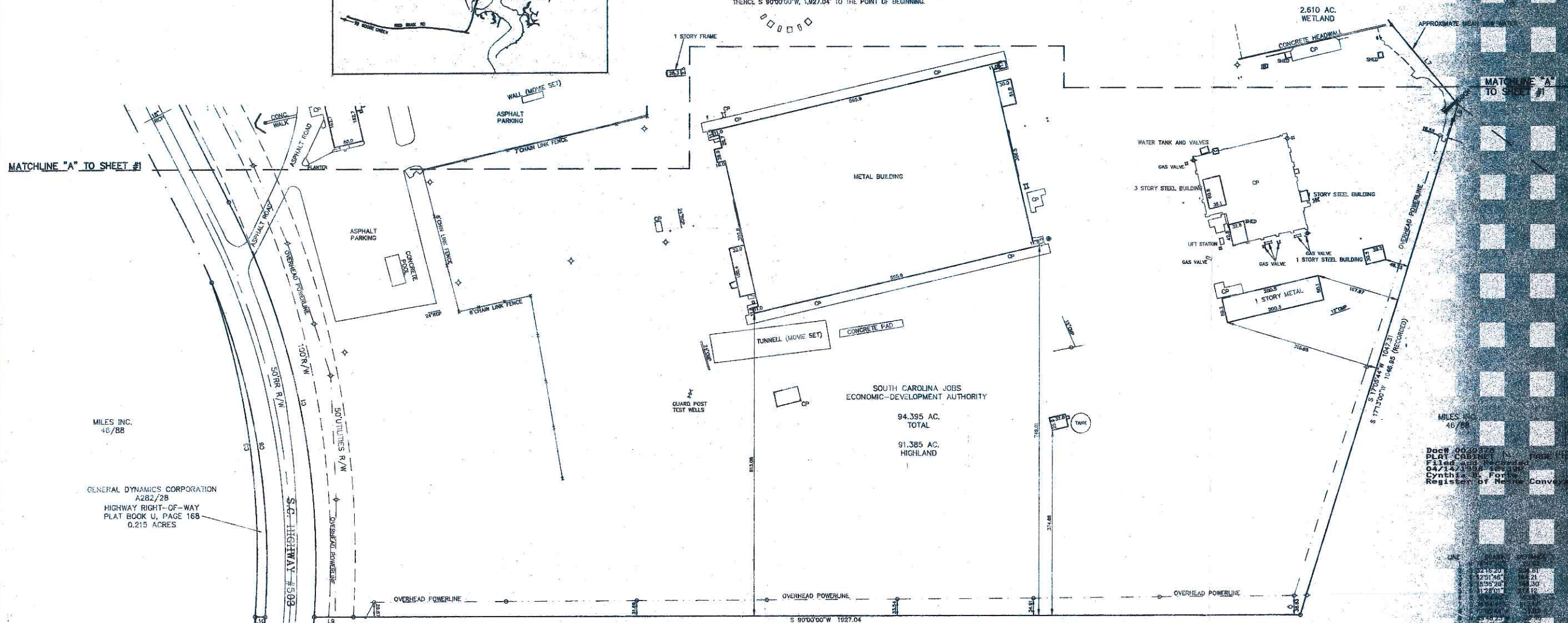
ALL THAT PIECE, PARCEL, OR TRACT OF LAND SITUATE, LYING, AND BEING IN THE STATE OF SOUTH CAROLINA, BERKELEY COUNTY, BEING A PORTION OF THE PROPERTY FORMERLY KNOWN AS BUSHY PARK PLANTATION, CONTAINING 0.215 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A NEW 1/2" DIAMETER REBAR ON THE WESTERN RIGHT-OF-WAY LINE OF S. C. HIGHWAY #503, BEING THE SOUTHEAST CORNER OF SAID TRACT;  
 THENCE WITH THE WESTERN RIGHT-OF-WAY OF S. C. HIGHWAY #503 IN A NORTHERLY DIRECTION ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1,498.53', N 09°02'36"W, 685.83' ALONG THE CHORD TO A NEW 1/2" DIAMETER REBAR;  
 THENCE LEAVING THE RIGHT-OF-WAY OF S. C. HIGHWAY #503 AND RUNNING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,700.25', S 07°21'08"E, 682.87' ALONG THE CHORD TO A NEW 1/2" DIAMETER REBAR;  
 THENCE S 89°48'23"E, 20.43' TO THE POINT OF BEGINNING.



# LEGAL DESCRIPTION FOR 94.395 ACRE TRACT

ALL THAT PIECE, PARCEL, OR TRACT OF LAND SITUATE, LYING, AND BEING IN THE STATE OF SOUTH CAROLINA, BERKELEY COUNTY, BEING A PORTION OF THE PROPERTY FORMERLY KNOWN AS BUSHY PARK PLANTATION, CONTAINING 94.395 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A NEW 1/2" DIAMETER REBAR ON THE EASTERN RIGHT-OF-WAY LINE OF S. C. HIGHWAY #503, BEING THE SOUTHWEST CORNER OF SAID TRACT;  
 THENCE WITH THE EASTERN RIGHT-OF-WAY LINE OF S. C. HIGHWAY #503 IN A NORTHERLY DIRECTION ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1598.53', N 11°37'35"W, 857.70' ALONG THE CHORD TO A NEW 1/2" DIAMETER REBAR;  
 THENCE CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF S. C. HIGHWAY #503 N 27°11'16"W, 741.75' TO A NEW 1/2" DIAMETER REBAR;  
 THENCE LEAVING THE RIGHT-OF-WAY AND RUNNING N 89°56'43"E, 125.21' TO AN EXISTING CONCRETE MONUMENT;  
 THENCE N 76°47'56"E, 2185.70' TO AN EXISTING CONCRETE MONUMENT;  
 THENCE N 78°27'50"E, 29.82' TO THE MEAN LOW WATER LINE OF THE COOPER RIVER;  
 THENCE RUNNING WITH THE MEAN LOW WATER LINE OF THE COOPER RIVER, THE FOLLOWING COURSES AND DISTANCES:  
 S 32°18'20"E, 236.81' TO A POINT;  
 S 12°01'46"E, 164.21' TO A POINT;  
 S 18°35'28"E, 146.30' TO A POINT;  
 S 31°28'01"E, 217.12' TO A POINT;  
 S 36°54'40"E, 160.87' TO A POINT;  
 S 39°54'42"E, 210.17' TO A POINT;  
 THENCE LEAVING THE MEAN LOW WATER LINE OF THE COOPER RIVER AND RUNNING S 17°05'44"W, 32.82' TO AN EXISTING CONCRETE MONUMENT;  
 THENCE S 17°05'44"W, 1,047.31' TO A NEW 1/2" DIAMETER REBAR;  
 THENCE S 90°00'00"W, 1,927.04' TO THE POINT OF BEGINNING.

- NOTES:
1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
  2. AREA DETERMINED BY D.M.D. METHOD.
  3. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
  4. TIDAL WETLAND SHOWN IS NOT UNDER THE JURISDICTION OF THE DHEC/OCEAN AND COASTAL RESOURCE MANAGEMENT OFFICE.
  5. THE TIDAL WETLAND SHOWN AND ANY OTHER FRESHWATER WETLANDS THAT MAY EXIST MAY BE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND ITS PERMITTING AUTHORITY.
  6. THIS PROPERTY IS LOCATED IN FLOOD ZONES A13 (EL.8.0), A13 (EL.8.0), A13 (EL.10.0), AND A13 (EL.11.0) AS SHOWN ON COMMUNITY PANEL #450029 03808, MAP DATED SEPTEMBER 30, 1983.
  7. GENERAL DYNAMICS CORPORATION HAS A 50' WIDE EASEMENT FOR MAINTENANCE, INSTALLATION, AND REPAIR OF A RAILROAD SPUR TRACK AS SHOWN ON PLAT RECORDED IN PLAT BOOK U, PAGE 168.
  8. GENERAL DYNAMICS CORPORATION HAS A 50' PERPETUAL EASEMENT RUNNING FROM THE BACK RIVER RESERVOIR AS SHOWN ON PLAT RECORDED IN PLAT BOOK U, PAGE 168.



MILES INC.  
46/88

GENERAL DYNAMICS CORPORATION  
A282/28  
HIGHWAY RIGHT-OF-WAY  
PLAT BOOK U, PAGE 168  
0.215 ACRES

SOUTH CAROLINA JOBS  
ECONOMIC-DEVELOPMENT AUTHORITY

94.395 AC.  
TOTAL  
91.385 AC.  
HIGHLAND

Doc# 0420074  
PLAT CORRECTED  
04/14/84  
Cynthia L. Forney  
Register of Deeds, Charleston



THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1992, AND INCLUDES ITEMS 1-4, 7A, 8, 10, 11, AND 13 OF TABLE A THEREOF, AND PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION) OF AN URBAN SURVEY.

DATE: FEB. 23, 1998

MARK S. BUSBY

S.C. REGISTRATION NO. 10032

MILES INC.  
46/88

- LEGEND
- FIRE HYDRANT
  - TEST WELL
  - POWER POLE
  - SOUTHERN BELL MANHOLE
  - SANITARY SEWER MANHOLE
  - STEEL PIPE
  - CONCRETE PAD
  - LIGHT POLE
  - GRATE INLET
  - 1/2" REBAR, NEW
  - 4" CONCRETE MONUMENT, FOUND
  - TELEPHONE BOX
  - ELECTRICAL BOX
  - BOLLARD

# REFERENCES

PLAT BOOK PAGE  
U 168  
U 167  
S.C. HWY DOCKET 810.350  
TMS #248-00-00-001  
DEEDS  
C-86/142 SCE&G  
C-86/143 CPW  
A-195/55 SCE&G  
A-260/34 SCE&G  
A-260/33 SCE&G  
C-106/51 SCE&G R/W  
C-38/270 S.C. PUBLIC SERVICE AUTHORITY  
A-138/34

100 50 0 100 200 300  
SCALE IN FEET

MILES INC.  
46/88

DATE: JULY 28, 1994  
DRAWN: JTB  
CHECKED: MSB  
JOB: 94200  
DWG: 4200-P02.DWG  
CDDG: 4200  
SHEET: 2 OF 2  
REV: AUGUST 2, 1994  
FEB. 23, 1998

AN ALTA/ACSM LAND TITLE SURVEY OF  
A 94.395 ACRE TRACT AND A 0.215 ACRE TRACT  
OWNED BY SOUTH CAROLINA JOBS  
ECONOMIC-DEVELOPMENT AUTHORITY  
LOCATED ON S.C. HIGHWAY #503  
BERKELEY COUNTY, SOUTH CAROLINA



Southeastern Surveying, Inc.  
147 Wappoo Creek Drive - Suite 100  
Charleston, South Carolina 29405  
(803) 795-9330

CURVE	DELTA	RADIUS	ARC	CHORD	BEARING
1	31°07'28"	1598.53	468.34	857.70	17°N 11'
2	45°26'01"	478.33	378.30	369.44	25°N 32'
3	45°26'21"	647.63	513.85	600.89	
4	31°20'03"	573.69	313.72	308.83	
5	23°10'09"	1700.25	687.55	682.27	
6	26°27'28"	1498.53	691.86	685.83	



**TABLE 1. LIST OF PREVIOUS PROPERTY OWNERS**

<b>GRANTOR</b>	<b>GRANTEE</b>	<b>DEED RECORDING DATE</b>	<b>REFERENCE</b>	<b>CONTACT</b>
<b>Parcel 246-00-00-001</b>				
A.N. Manucy	P. O. Mead	1941	Deed Book A69, Deed Page 106	
P.O. Mead	Bushy Park Authority	1955/1956	Deed Book C51, Deed Page 50 Deed Book C51, Deed Page 306	
Bushy Park Authority	City of Charleston (Public Works)	1964	Deed Book A138, Deed Page 33	
City of Charleston (Public Works)	SCE&G	1964	Deed Book 138, Deed Page 34	
SCE&G	Pittsburg-Des Moines Steel Co.	1973	Deed Book A260, Deed Page 33	
Pittsburg-Des Moines Steel Co.	General Dynamics Corporation	1974	Deed Book A282, Deed Page 28	
General Dynamics Corporation	Marine Energy Systems Corp.	1994	Deed Book 611, Deed Page 110	
Marine Energy Systems Corp.	South Carolina Jobs- Development Authority	1997	Deed Book 1107, Deed Page 0045	
South Carolina Jobs- Development Authority	Jacobs Applied Technology Inc.	1998	Deed Book 1306, Deed Page 0051	
Jacobs Applied Technology Inc.	Berkeley County, c/o Jacobs Applied Technology	1998	Deed Book 1515, Deed Page 0120	

**Cooper River Partners, LLC  
Non-Responsible Party Application for Voluntary Cleanup Contract  
Attachment**

**Former Jacobs Applied Technology Facility  
2040 Bushy Park Road  
Goose Creek, South Carolina**

**Item 15:**

The site is currently vacant, except for Jacobs' personnel maintaining the facility.

Current Owner:           Berkeley County c/o Jacobs Applied Technology  
                                  2040 Bushy Park Road  
                                  Goose Creek, South Carolina 29445

**Item 29:**

- February 1998, Unedited Draft – Phase I Environmental Site Assessment of Water Based Facility, February 1998, Jacobs Environmental Management Team
- March 14, 1995, Letter – Cessation of Environmental Assessment Activities, SCDHEC
- February 25, 1997, Phase I Environmental Site Assessment – Former General Dynamics Plant, S&ME
- July 29, 1992, Phase I Environmental Site Assessment, Wehran Engineering Corporation
- April 14, 1994, Preliminary Results of the Phase II Environmental Investigation, Wehran Engineering Corporation, Executive Summary
- December 20, 1994, Shallow Perched Groundwater Investigation and Remedial Action Plan, Wehran Engineering Corporation
- March 7, 1995, Results of Supplemental Soil Remediation and Groundwater Monitoring Activities, Wehran Engineering Corporation